

Remarks

Claims 1-3, 6-7 and 17 are amended herein. Claims 1-10 and 16-20 remain pending. No new matter has been added as a result of the claim amendments.

Rejection under 35 U.S.C. §101

In the Office Action, the Examiner rejected Claims 1-10 under 35 U.S.C. §101 because the claimed invention is directed toward non-statutory subject matter.

Claims 1 and 6 have been amended herein. Claims 2-5 and 7-10 depend on independent Claims 1 and 6 and recite further features of the present claimed invention. Therefore, Applicants respectfully state that Claims 1-10 as currently amended overcome the rejection under 35 U.S.C. §101.

Rejection under 35 U.S.C. §112

In the Office Action, the Examiner rejected Claims 2, 7 and 17 under 35 U.S.C. §112, first paragraph, as failing to comply with the enablement requirement.

The Examiner has stated that Claims 2, 7 and 17 are unclear as to what the financial data in the Claims is and how it is generated. Applicants respectfully direct the Examiner to page 8 line 25 through page 11 line 12 wherein the enabling description is provided. Specifically, the one data source includes three data types. The three data types are shown as inputs (201, 202, and 203) in Figure 2, and are processed to provide three outputs (210, 212, and 213).

With respect to the third module and generate financial data and what is the financial data, Applicants respectfully direct the Examiner to the Claim

wherein the financial data is based on the warranty cost data. As described in the Specification and shown in Figure 2, the warranty cost data is module 206. This module is defined by the failure forecasting module 205 (which is clearly outlined and described in the specification including page 10 lines 26- page 11 lines 12), warranty cost parameters 204 and warranty structure parameters 207 (described on page 11 lines 14-22). Therefore, Applicants respectfully state that the rejection under 35 U.S.C. §112, first paragraph, of the third module recited in Claims 2, 7 and 17 is incorrect and should be withdrawn.

With respect to the fourth module and planning and maintaining the financial data, Applicants respectfully state that claims 2, 7 and 17 have been amended herein to no longer include the planning and maintaining feature. Therefore, Applicants respectfully submit that the rejection under 35 U.S.C. §112, first paragraph, of the fourth module recited in Claims 2, 7 and 17 is moot.

With respect to the fifth module and the determination of service and support resources is done how? Applicants respectfully direct the Examiner to Claims 2, 7 and 17 wherein the determining of service and support resources are based on the time dependent warranty event prediction data. As described in the Specification and shown in Figure 2, the service and support planning is module 208 described in detail on page 11 lines 25-page 12 line 7. This module is further defined by the failure forecasting module 205 (which is clearly outlined and described in the specification including page 10 lines 26- page 11 lines 12) and warranty structure parameters 207 (described on page 11 lines 14-22). Therefore, Applicants respectfully state that the rejection under 35 U.S.C. §112, first paragraph, of the fifth module recited in Claims 2, 7 and 17 is incorrect and should be withdrawn.

Rejection under 35 U.S.C. §112

In the Office Action, the Examiner rejected Claims 2, 3, 5, 6, 7 and 17 under 35 U.S.C. §112, second paragraph, as being indefinite for failing to

particularly point out and distinctly claim the subject matter which applicants regard as the invention.

Regarding Claims 2, 7 and 17, with respect to the fourth module and planning and maintaining the financial data, Applicants respectfully state that claims 2, 7 and 17 have been amended herein to no longer include the planning and maintaining feature. Therefore, Applicants respectfully submit that the rejection under 35 U.S.C. §112, second paragraph, of the fourth module recited in Claims 2, 7 and 17 is moot.

Regarding Claim 3, Claim 3 has been amended herein. Therefore, Applicants respectfully state that Claim 3 as currently amended overcomes the rejection under 35 U.S.C. §112, second paragraph.

Regarding Claim 5, Applicants respectfully point out that Claim 5 as written is correct. That is, the antecedent basis is correct as Claim 1 clearly provides the feature of "warranty data". Therefore, Applicants respectfully state that the rejection under 35 U.S.C. §112, second paragraph, of Claim 5 is incorrect and should be withdrawn.

Regarding Claims 6 and 7, Claim 6 has been amended herein and Claim 7 is dependent on Claim 6. Therefore, Applicants respectfully state that Claims 6 as currently amended overcomes the rejection under 35 U.S.C. §112, second paragraph, and that Claim 7 is in fact correct based on the amended Claim 6.

Rejection under 102(e)

Claims 1-10 and 16-20

In the Office Action, the Examiner rejected Claims 1-10 and 16-20 under 35 U.S.C. §102(e) as being anticipated by Aragones et al. (6832205). Applicants have reviewed the cited reference and respectfully submit that the present invention is not anticipated by Aragones et al. for the following rationale.

Applicants respectfully state that Claim 1 includes the feature (claims 6 and 16 includes similar features) "A computer implemented integrated reliability and warranty planning system for managing costs associated with a product, comprising: a data source having raw data associated with said product; a first modeling module adapted to generate time dependent warranty event prediction data based on said raw data; and a second modeling module adapted to generate warranty cost data based on said time dependent warranty event prediction data and warranty data associated with said product." (emphasis added) Support for the Claimed features is clearly shown in Figures 2 and 3 and described throughout the specification including page 8 lines 20 through page 9 line 25.

In the present Office Action, the Examiner has equated the service contracts of Aragonés et al. with the warranty feature of the Claimed invention. However, Applicants respectfully disagree that the service contract of Aragonés et al. is analogous to a warranty. From Merriam-Webster dictionary:

Warranty-a usually written guarantee of the integrity of a product and of the maker's responsibility for the repair or replacement of defective parts.

However, www.washington.edu/admin/purchstores/glossary/glossary.cgi defines a service contract as:

A contract that calls for a contractor's time and effort rather than for a concrete end product, e.g., maintenance contract on a copy machine, etc.

Applicants respectfully state that Aragones et al. clearly support the definition of a service contract. For example, Applicants understand Aragones et al. to describe the market for long-term contractual agreements has grown at high rates over recent years for many of today's service organizations. As the service organizations establish long-term contractual agreements with their customers, it becomes important to understand the expected costs and risks associated with the pricing of service contracts.

Thus, Applicants respectfully point out that the service contract of Aragones et al. is therefore not analogous to a warranty of the present claimed invention. For this reason, Applicants respectfully submit that Aragones et al. does not anticipate the present claimed feature of a warranty planning system for managing costs associated with a product as recited in Claims 1, 6 and 16, and as such, Claims 1, 6 and 16 are in condition for allowance.

Accordingly, Applicants also respectfully submit that Aragones et al. does not anticipate the present claimed invention as recited in Claims 2-5 which are dependent on an allowable Independent Claim 1, Claims 7-10 which are dependent on an allowable Independent Claim 6, and Claims 17-20 which are dependent on an allowable Independent Claim 16, and that Claims 2-5, 7-10 and 17-20 recite further features of the present claimed invention. Therefore, Applicants respectfully state that Claims 2-5, 7-10 and 17-20 are allowable as pending from allowable base Claims.

Conclusion

In light of the above listed amendments and remarks, Applicants respectfully submit that Claims 1-10 and 16-20 overcome the rejections of record. Therefore, allowance of Claims 1-10 and 16-20 is respectfully solicited.

The Examiner is invited to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present application.

Respectfully submitted,
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Date: 5/1/06



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